



WARNING Before playing this game, read the Xbox 360® console, Xbox 360 Kinect® Sensor, and accessory manuals for important safety and health information. www.xbox.com/support.

Important Health Warning: Photosensitive Seizures

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people with no history of seizures or epilepsy may have an undiagnosed condition that can cause "photosensitive epileptic seizures" while watching video games. Symptoms can include light-headedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, momentary loss of awareness, and loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects. Immediately stop playing and consult a doctor if you experience any of these symptoms. Parents, watch for or ask children about these symptoms—children and teenagers are more likely to experience these seizures. The risk may be reduced by being farther from the screen; using a smaller screen; playing in a well-lit room, and not playing when drowsy or fatigued. If you or any relatives have a history of seizures or epilepsy, consult a doctor before playing.

TABLE OF CONTENTS

Welcome to Columbia!	2
Game Controls	2
Getting Started	3
Difficulty Levels	3
Heads-Up Display	4
Sky-Lines and The Sky-Hook	5
Elizabeth	6
Weapons	8
Vigors	10
Enemies	12
Gear and Vending	15
Voxophones and Kinetoscopes	
Credits	17
Limited Warranty	24
Customer Support	26



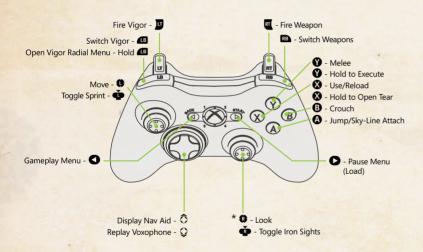
WELCOME TO COLUMBIA!

"What is Columbia if not another Ark, for another time?"
– Z.H. COMSTOCK, The Great Prophet

The year is 1912. You are Booker DeWitt, a former Pinkerton detective faced with mounting debts and forced to take one last job... You must travel to the mysterious city of Columbia to find a young woman and return her safely to New York City.

GAME CONTROLS

NOTE: Other control configurations are available via the Options menu.



DEFAULT SCHEME: ON THE SKY-LINE:

- G Throttle
- Lock-On Target
- B Reverse
- A Strike
- A Dismount

GETTING STARTED

Play Game – Using this selection, you may start a New Game, Continue from a previously saved checkpoint, or Load Chapter.

Options - Here you can customize your experience to suit your play style. Be sure to take a look, as there are a considerable number of ways to create the ideal experience.

Downloadable Content – Browse for new Downloadable Content to purchase, download and play.

Credits - View the team that created BioShock Infinite.

DIFFICULTY LEVELS

BioShock Infinite features four different difficulty levels. While you can change your difficulty level at any time in the Options menu, be warned that changing them mid-game may affect Achievements.

Easy – If you are not a very experienced FPS gamer, then this is a good place for you to start.

Normal – If you have some experience with FPS games and know the basics, then this is the best mode for you.

Hard – If you've been playing FPS games for a long time and have the experience to appreciate a challenging game, then Hard mode is where it's at.

1999 Mode – Strictly for the hardest of the hardcore, 1999 Mode will push your skills to their absolute limit. (This mode is unlocked by completing the game or unlocking with a secret code.)

^{*} Both left/Right sticks allow the player to navigate the radial Vigor menu.

Note: Other control configurations are available via the Options menu.

HEADS-UP DISPLAY



- 1. HEALTH/SHIELD INDICATOR The red bar indicates your current health. The yellow bar indicates your current shield strength. Note: Your shield begins to regenerate if you haven't taken damage after a few seconds. Your health can be replenished with Medical Kit, snack and alcohol pick-up items.
- **2. SELECTED VIGOR** The icon in the foreground displays your currently selected Vigor, while the icon in the background shows the Vigor that can be quickly swapped. (To select any of your available Vigors, please see the Vigor radial section.)
- **3. SALTS INDICATOR** The blue bar indicates the amount of Salts you have to power Vigor use. Each notch in the bar indicates one Vigor use.
- **4. SELECTED WEAPON** The icon in the foreground displays your currently selected weapon, while the icon in the background shows the weapon that can be quickly swapped.
- **5. AMMO COUNT** The number on the left indicates how many shots you may take until you need to reload your weapon. The number on the right shows how many shots you have in reserve.
- CROSSHAIR Your targeting reticule shows where you are aiming your weapon or vigor.
- 7. DAMAGE INDICATOR This bar displays the current health of your enemy.

CURRENT OBJECTIVE

Forgot what you need to do next? A reminder is just a button press away using $\widehat{\Diamond}$.

If you're ever feeling lost in Columbia, you can use the Navigational Aid. This draws a path to your current Objective.

SKY-LINES

The Sky-Lines were initially built as a means for shipping and moving cargo in Columbia, but the city's youth quickly found a way to use them as a death-defying means of movement. As the struggle between factions in Columbia intensified, they became not only a method of transportation but also a facilitator of combat.

You can travel along the vast system of interweaving Sky-Lines to outwit and outmaneuver your foes. Sky-Lines make you harder to hit and give you greater access to different locations.

While you are on a Sky-Line, enemies will have a more difficult time targeting you, but your Iron Sights aiming ability (hold) will be greatly improved.

SKY-HOOK



ATTACH – To jump to a Sky-Line from the ground, aim your crosshair at it while standing close enough for the **(a)** prompt to appear and press **(b)**.

THROTTLE - Use the **3** to increase/decrease speed.

REVERSE – Press 3 to switch the direction you are traveling.

JUMP LINES – To switch from one Sky-Line to another, aim your crosshair at it while close enough for the **(a)** prompt to appear and press **(b)**.

GROUND DISMOUNT – To detach from the Sky-Line, aim your crosshair at the ground while close enough for the **②** prompt to appear.

4

ATTAGKS

Besides utilizing the Sky-Hook to ride the Sky-Line, Booker can use the device to perform the following special attacks:

SKY-HOOK MELEE – Press **W** while on the ground.

SKY-HOOK EXECUTION – While on the ground, hold **①** when an enemy's health is low enough (indicated by a skull **②** over their head).

SKY-Line STRIKE – Press ② while on the Sky-Line to dive from the Sky-Line directly onto the targeted enemy.

SKY-LINE SMASH – Press while on the Sky-Line to knock the targeted enemy off of the sky-line.

ELIZABETH

Elizabeth has been imprisoned in Columbia's Monument Island since childhood. Known by the people of Columbia as both "The Miracle Child" and "The Lamb," Elizabeth is one of the city's great enigmas.

FINDING SUPPLIES

While you travel together, Elizabeth will scavenge for items that you may need on your mission. There are four different types of things she can find for you: **money**,

Salts, ammo, and medical kits. When she has found something that you need, she'll offer to toss it to you. Simply press ❸ to catch the item when prompted.

LOCK PICKING



There are many interesting things waiting to be discovered behind locked doors in the city of Columbia. If you possess a sufficient number of lock picks, you can ask Elizabeth to use her skills to open them for you. To do this, simply aim your crosshair at the lock while standing close enough for the open prompt to appear and press .



- Lock picks can be found scattered around Columbia and inside some Dollar Bill vending machines.
- Different locks require a different number of lock picks to open.

OPENING TEARS



Tears are inter-dimensional rifts in time and space. Elizabeth not only has the ability to open Tears, she can bring in items to help you with your mission.

THERE ARE THREE MAIN CATEGORIES OF GAMEPLAY TEARS:

RESOURCE – Resource Tears bring in objects that provide additional supplies when needed. It could be anything from a barrel full of sniper rifles to a case of medical kits or an automated vending machine.

STRUCTURAL – Structural Tears bring in objects that change the architecture of a location. It could be a Freight Hook that lets you escape to higher ground or a wall to provide necessary cover in combat.

OFFENSIVE – Offensive Tears bring in objects whose purpose is to fight on your behalf. It could be anything from an automated turret to a giant Tesla coil that electrocutes your enemies.

Each Tear has its own type of advantage, but only one Tear can be open at a time. To ask Elizabeth to bring in a Tear, simply aim your crosshair at it while standing close enough for the \otimes prompt to appear and press and hold \otimes .

WEAPONS

Combat in Columbia is constantly challenging and requires learning and adopting a wide range of strategies to survive. Here are a few weapon tips to get you started:

It's important to know when to use a quick-moving, run-and-gun approach and when to take time to carefully pick your targets using a weapon's Iron Sights aiming ability.

To use Iron Sights, simply press to slow down and bring up your weapon's sights for improved accuracy.

You may only carry two weapons at a time, so choose wisely. Try to make sure you have the best weapons for the fight.

To swap between your two available weapons, simply tap RB.

Ammunition can be found in the environment, in containers and on bodies, and bought at the Dollar Bill vending machine.

You can upgrade a Weapon 4 times each. These upgrades can be bought at the Minuteman's Armory vending machine.

THE FOLLOWING ARSENAL OF WEAPONS CAN BE FOUND IN COLUMBIA:



BROADSIDER (Pistol) – Rewards accuracy and a quick trigger finger.



TRIPLE R (Machine Gun) – Fires incredibly quickly, but loses accuracy with distance.



VOX TRIPLE R (Repeater) – More damaging than the Founders' version, but less accurate and has a smaller clip and reserve.



BIRD'S EYE (Sniper Rifle) – Fires a single bullet with force and accuracy.



CHINA BROOM (Shotgun) – Provides high damage per blast, but is only accurate at short range.



VOX CHINA BROOM (Heater) - Produces an incendiary effect, but has a smaller clip and reserve than the Founders' version.



BARNSTORMER (RPG) – Fires missiles that explode on impact.



HUNTSMAN (Carbine) – Offers exceptional accuracy through its Iron Sights.



VOX HUNTSMAN (Burstgun) – Has a larger clip and is more damaging, but is less accurate than the Founders' version.



PADDYWHACKER (Hand Cannon) – Trades speed and ammo for immense stopping power.



THE PIG (Volley Gun) – Lobs small explosive projectiles and fires quickly, but is less damaging than the Barnstormer RPG.



THE VOX PIG (Hail Fire) – More damaging than the Founders' version, but has a smaller reserve.



PEPPERMILL (Crank Gun) – A crank gun that provides devastating, concentrated fire, but takes time to spin up and lacks the ability to use Iron Sights.

VIGORS

"A life with Vigors is a life that's Bigger!"

- Fink MFG advertisement



Vigors give you an edge in combat by providing you with a wide range of offensive abilities:

- Vigors are powered by Salts, which can be found in the environment, in containers, on bodies, and bought at the Dollar Bill vending machine.
- Each Vigor has two different methods of fire and you'll find that both are useful.
 - Tap **g** for a quick fire.
 - Hold and release II for a powerful alternate fire.
- Try combining Vigors on targets and with environmental hazards, such as a puddle of water or an oil slick.
 - For example, Undertow is great for pulling enemies into traps and environmental hazards.
- Try to take a moment to survey the battlefield before rushing in. You may be able to set Vigor traps before your enemies notice you.
- While you can fire weapons while hanging from a Sky-Line or Freight Hook, you can't use Vigors at the same time.
- Vigors can be upgraded twice per Vigor.
- Upgrades do more than just change stats, they also change how Vigors work.
- Upgrades can be bought at the Veni! Vidi! Vigor! vending machine.
- To swap between your two available Vigors, tap
- To select any Vigor that you have acquired, hold the 🚯 to bring up the Vigor Radial menu, then use the 🚯 or 🚯 to highlight the Vigor you want.

THE FOLLOWING ASSORTMENT OF VIGORS CAN BE FOUND IN COLUMBIA:



POSSESSION

TAP: To warp the perception of machines (and, once upgraded, the emotions of the citizens of Columbia), causing them to ruthlessly attack anyone that threatens you.

HOLD: To create a proximity-based trap.

JOTE

- When the Possession wears off, humans will kill themselves and Possessed Automata will return to a hostile state.
- Firing Possession at vending machines will cause them to produce money.
- You can only use Possession on one human or one automaton target at a time.



DEVIL'S KISS

TAP: To toss a fiery, explosive projectile. **HOLD:** To create a proximity-based trap.



MURDER OF CROWS

TAP: To stun and damage enemies with a swarm of angry birds. **HOLD:** To create a proximity-based trap.



BUCKING BRONCO

TAP: To create a shockwave that sends enemies hurling up into the air.

HOLD: To create a proximity-based trap.



SHOCK JOCKEY

TAP: To release a bolt of electricity to shock and stun your target.

HOLD: To create a proximity-based electrical trap.



UNDERTOW

TAP: To create a jet blast of water that violently pushes enemies away from you.

HOLD: To vank enemies to you from across the battlefield using tendrils of water.



CHARGE

TAP: To hurl yourself at enemies with a damaging melee

HOLD: To build the melee strike's damage. (The longer you hold, the greater the force of the impact.)



RETURN TO SENDER

TAP: To generate a special defensive shield.

HOLD: To create a shield that absorbs damage, then fires a sticky mine. (The more damage it takes before being tossed, the more damage it inflicts on enemies.)

ENEMIES

Your foes in Columbia use a wide assortment of weapons, Vigors, and special attacks to get the drop on Booker.

Enemies may be invulnerable to certain offensive attacks and especially vulnerable to others. Try experimenting with each weapon and Vigor to discover which is most effective against each type of foe.

Some enemies are especially vulnerable in key locations on their bodies. For instance, try shooting the gears on the Motorized Patriot's back, the Handyman in his glassencased heart, and the tank on the Fireman's back.

HERE'S WHAT YOU CAN EXPECT TO ENCOUNTER: STANDARD ENEMIES

Even your average foe in Columbia can be tough to handle.

THE FOUNDERS – Armed followers of Father Comstock range from civilians and guards to police and the elite Flying Squad troops. They sport a wide variety of weapons from truncheons to sniper rifles.

VOX POPULI - Columbia's insurgent faction can be easily spotted by their distinctive use of red face-paint and clothing. They are not only equipped with the standard assortment of available weapons, they also carry savage variations to the Triple R machine gun, China Broom shotgun, Huntsman carbine rifle.

HEAVY HITTERS

When one of these formidable enemies enters the fray, you can expect the battle to become significantly harder.

THE BEAST - This heavily-armored foe is armed with the menacing volley gun known as the Pig. which lobs explosive shells from a distance. The Vox variation of The Beast differs in appearance and is armed with a Vox Pig (aka Hail Fire).

THE HANDYMAN - The Handyman was once simply a man, his body ravaged by cancer. In Columbia his diseased flesh was pruned and purged, his parts replaced with mechanical improvements. The Handyman is stronger, better, faster... he is Columbian ingenuity at its best.

THE HANDYMAN HAS MANY ABILITIES AND CAN:

• Accelerate to incredible velocities in the blink of an eye.

· Leap up the sides of buildings.

 Pick up and throw hapless citizens (living or dead).

 Toss balls of lightning that can knock the player off of a Freight speelinng Hook.

> · Electrify The Sky-Line to force the player off of it.

> > • Other variations of The Handyman exist, but only differ in appearance.

MOTORIZED PATRIOT - The Motorized Patriot is a

powerful, but slow-moving, automaton who carries the fearsome Peppermill crank gun. When not acting as a ruthless instrument of death, he can be found entertaining fair-goers with recorded Columbian verse. Multiple variations of The Motorized Patriot





ZEALOT OF THE LADY – Shattered, former devotees of the sainted Lady Comstock, these elite guards carry a coffin on their backs as penance for their failure to prevent her death. They not only utilize the Murder of Crows Vigor as an attack,

they can transform themselves into a flock of birds to avoid injury while moving. Other variants of The Zealot of The Lady exist in Columbia, but only differ in appearance.

FIREMAN – Trapped in an iron maiden-like suit that burns him as penance for wrongdoing, the Fireman uses a fiery Devil's Kiss attack on the player. When the Fireman is near death, he will run at the player and explode. Founders and Vox variations of the Fireman exist, but only differ in appearance.

BOYS OF SILENCE – Locked away in iron masks and blinded since youth, the Boys of Silence are extremely sensitive to sound and will shriek loudly for aid, if disturbed.

BASIC SECURITY AUTOMATA

While these Security Automata aren't as fearsome as the Motorized Patriot, they can still make a tough battle even more challenging.

GUN AUTOMATON – This fixed-position, security turret is armed with the Triple R machine gun.

ROCKET AUTOMATON – This fixed-position, security turret is armed with the Barnstormer RPG.



MOSQUITO – This flying security turret is held aloft by balloon and propeller and is armed with the Triple R machine gun.

GEAR

An important part of character customization and growth in *BioShock Infinite*, Gear refers to special clothing items that can, once found and equipped, further enhance your skills or provide you with new abilities.

Gear is found within gift box packages found throughout Columbia, either in key locations or dropped by powerful enemies after death.

There are 4 types of Gear: **hat, shirt, pants**, and **boots**. Only one piece of Gear can be placed in each respective slot.

When you find a piece of Gear, you'll have the choice to put it in your inventory, compare it to the piece you're already wearing in that slot, or replace the piece you already have in that slot.

To view and equip different Gear pieces, use the and navigate to the Gear Menu.



VENDING MACHINES

There are three different types of automated vending machines where you can buy the necessary upgrades and resources to complete your mission.

DOLLAR BILL – Offers basic supplies like ammo, health packs, and Phials of Salts.

VENI! VIDI! VIGOR! – Offers upgrades to make Vigors even more powerful.

MINUTEMAN'S ARMORY – Offers upgrades to change the capabilities of your weapons.

To buy items, you'll need Silver Eagles, the Columbian currency. You'll find on bodies, in containers, and out in the open throughout the city.

Press & to search containers and bodies or pick up coins or coin purses.



14

VOXOPHONES

Personal recording devices known as Voxophones can be found scattered throughout the city of Columbia. These audio diaries can give additional insight into the events that helped shape Columbia's history and help you solve her many mysteries.

Voxophones can be played upon pickup or later using the Q or from from the game's • menu.



KINETOSCOPES

These nickelodeon-like devices feature short films on topics from daily aspects of Columbian life, the latest headlines, great moments in the city's history, and more. Watch and learn.

IRRATIONAL GAMES

Ken Levine Lead Writer and Creative Director Rod Fergusson Executive Vice President of Development Leonie Manshanden Vice President of Studio Relations Adrian Murphy Project Senior Producer

ART TEAM

Scott Sinclair Art Director Shawn Robertson Animation Director

ANIMATION

Grant Chang Lead Animator Matt Boehm Animator Jim Christopher Animator Jon Mangagil Animator Pete Paquette Animator Shamil Rasizade Animator

TECH ANIMATION

Jeremy Carson Lead Technical Animator Ian Davis Rigger/Technical Animator Gwen Frey Senior Technical Animator

ASSET MODELING

Calen Brait Lead Modeler Chad King Senior Artist Paul Presley Artist Laura Zimmermann Artist

CONCEPT ART

Jorge Lacera Lead Concept Artist Mauricio Tejerina Concept Artist Robb Waters Concept Artist

CHARACTER ART

Gavin Goulden Lead Character Artist Adam Bolton Character Artist

EFFECTS AND NARRATIVE SCRIPTING

Stephen Alexander Lead Effects Artist Jeremy Griffith Effects Artist Kyle Williams Narrative Scene Artist

ENVIRONMENT ART

Jamie McNulty Lead Environment Artist Steve Allen Principal Level Builder Charles Bradbury Level Builder Frank DaPonte Level Builder Scott Duquette Senior Environment Artist John Fuhrer Associate Level Builder Dan Keating Level Builder Murray Kraft Level Builder Chad LaClair Level Builder Brian McNett Level Builder Mike Snight Senior Level Builder

TECH ART

Spencer Luebbert Technical Artist

DESIGN TEAM

LEVEL DESIGN

Forrest Dowling Lead Level Designer Andres Elias Gonzalez Tahhan Lead Combat Designer

Elisabeth Beinke Level Designer Shawn Elliott Level Designer Paul Green Senior Level Designer Patrick Haslow Level Designer Amanda Jeffrey Level Designer Steve Lee Level Designer Jason Mojica Level Designer Jason Mojica Level Designer Seth Rosen Associate Level Designer Francois Roughol Senior Level Designer James Selen Level Designer

SYSTEMS DESIGN

Adrian Balanon Lead Systems Designer Adnan Chatriwala Associate Systems Designer Alexx Kay Associate Systems Designer Sean Madigan Senior Systems Designer Steve McKally Senior Systems Designer Justin Sonnekalb Systems Designer

WRITING

Jordan Thomas Senior Writer
Kristina Drzaic Narrative and Voiceover
Coordinator
Drew Holmes Writer
Joe Fielder Writer
Andrew Mitchell Assistant Script Coordinator

PRODUCTION TEAM

Elena Siegman Senior Producer-Marketing Mike Syrnyk Producer James Edwards Associate Producer Ashley Hoey Assistant Producer Sophie Mackey Assistant Producer Don Roy Senior Associate Producer Sarah Rosa Associate Producer Nicole Sandoval Associate Producer Mike Soden Assistant Producer

PROGRAMMING TEAM

Christopher Kline Technical Director

GAMEPLAY PROGRAMMING

John Abercrombie Lead Gameplay Programmer
Tim Austin Gameplay Programmer
Matt Helbig Gameplay Programmer
Erik Irland Senior Gameplay Programmer
Dan Kaplan Gameplay Programmer
Shane Mathews Gameplay Programmer
Iskander Umarov Al Programmer
Nick Raines Al Programmer
Arun Rao Al Programmer
Dan Scholten Gameplay Programmer
Dustin Vertrees Animation Programmer

TECHNICAL PROGRAMMING

Steve Ellmore Lead Technical Engineer
Dan Amato Technical Programmer
Steve Anichini Principal Graphics Programmer
Jamie Culpon Technical Programmer
Michael Kraack Technical Programmer
Jeremy Lerner Technical Programmer
Doug Marien Principal Backend Programmer
Kristofel Munson Senior Technical Programmer
Ian Pilipski Senior Technical Programmer

SOUND TEAM

Scott Haraldsen Audio Lead
Pat Balthrop Audio Director
Jim Bonney Music Director
Dan Costello VO Scripter
Chris Duffey VO Scripter
Jonathan Grover Associate Technical Sound
Designer
Dan Johnson VO Scripter
Katie Lafaw VO Scripter

Jonathan Rubinger VO and Localization Assistant

Jeff Seamster Senior Sound Designer

USER INTERFACE TEAM

Kate Baxter UI Programmer
Joshua M. Davis User Experience Designer
David Fox UI Programmer
Michael Swiderek III Artist

QUALTIY ASSURANCE

Robert Tzong QA Manager Amanda Cosmos QA Lead Todd Raffray QA lead Tara Voelker QA Lead Christopher Alberto Senior QA Tester Jim Beals Senior QA Tester Bill Fryer Senior OA Tester

OA TESTERS

Tim Ahern Kyle Allison Jéremy Almeida Dan Beaulieu Elizabeth Bergeron Josh Biornson Tyler Caraway Adam Cohen **Raymond Corsetti Edmund Dubois Charles Dworetz** Jonny Fawcett Chris Fidalgo **Gage Hackford** Andrew Howard Amy Keating **Patrick Knight** Cassandra Lease Joshua Luther **Austin Maestre** Mike McCullough Yu Hena Mo Chris Moore

Shelly Njoo Glenn A. Palmer Lorry Rocha Alex Scokel Alex Teebagy Jason Tocci Nicholas Troy Greg Vargas Matt Wetzel Husam Al-Ziab

MARKETING

Eric Barker Interactive Marketing Manager
Zoe Brookes Graphic Designer
Bill Gardner User Experience Specialist
Ratana Huot Online Game Evangelist
Jesse Kearns Associate Brand Manager
Dylan Schmidt Marketing Intern
Keith Shetler Multimedia Specialist
Michelle Sinclair User Experience Consultant

STUDIO OPERATIONS

Tracy Ryan Human Resources Manager Alexis Yilmaz HR Coordinator Shane Smith IT Director Trever Chapin Associate Systems Administrator Ray Holbrook Systems Administrator Rob King Systems Engineer Matthew Krawczyk Web Developer Jonathan LoPorto Operations Manager Kayla Belmore Administrative Assistant to Rod Fergusson Aisha Coston Administrative Assistant

Ashlee Flagg Executive Assistant to Ken Levine

CAST OF CHARACTERS

Tim Sivret Facilities Coordinator

Troy Baker Booker DeWitt
Courtnee Draper Elizabeth (MoCap)
Heather Gordon Elizabeth (MoCap)
Kiff VandenHuevel Zachary Hale Comstock
Laura Bailey Lady Comstock
Kimberly D. Brooks Daisy Fitzroy (Voice)
Lyndsy Kail Daisy Fitzroy (MoCap)
Oliver Vaquer Robert Lutece (WoCap)
Jennifer Hale Rosalind Lutece (WoCap)
Jennifer Hale Rosalind Lutece (MoCap)
Bill Lobley Jeremiah Fink
Keith Szarabajka Cornelius Slate

VOICE ACTING ENSEMBLE

Steve Blum Anthony Brophy T.C. Carson Vic Chao Erin Cole Dioni Michelle Collins Jesse Corti Roger Cross Joey D'Auria Stephanie D'Abruzzo Greg Ellis Robin Atkin Downes Daheli Hall **Brad Grusnick** Scott Holst Richard Herd **Brian Kimmet** Neil Kaplan Matthew Yang King Arif S. Kinchen Yuri Lowenthal Misty Lee Jim Meskimen Tess Masters Philip Moon Mimi Michaels Elle Newlands Masasa Movo Dina Pearlman Liam O'Brien Amanda Philipson **Patrick Pinney Brent Popolizio** Sam Riegel Cindy Robinson Lori Rom Jeff Seamster T. Ryder Smith Spike Spencer **April Stewart** Mark Allan Stewart Kaiji Tang Faruq Tauheed Oliver Vaguer **Gwendoline Yeo** Kevin Yamada Patti Yasutake

Patti Yasutake
Catherine Zambri
ADDITIONAL MOCAP ACTING AND STUNTS

Joey Armstong Nick Bishop Cameron Crook Erica Denning Gil Espanto Jose Gutierrez Sasha de Guzman Jennifer Heinser Sharon Her Michael Howard Winnie Hsieh **Nicole Hunter Matt Jackson** Marcy Lee Shawna-Mara Kaja Lee Kamasu Livingston Edwin Li Jon Mangagil Christina Lowery **Amanda McKamey Anton Maslennikov**

Jose Montesinos

Kirill Mikhaylov

Courtney Adair

Steve Park
Kurt Osiander
Sari Sabella
Dennis Ruel
Andy Strong
Aaron Teixeira
Anthony Tominia
Paulette Trinh
Mike Wang
Bryce Wang
Cais Wang
Neely Wang
Brad Whelan
Maria Zamaniego

2K AUSTRALIA

ART TEAM

Lorne Brooks Lead Animator Christian Martinez Lead Level Architect Jamie O'Toole Lead Artist Chris Chaproniere Concept Artist Mark Comedoy Senior Animator Stefan Doetschel Senior Level Architect Brendan George Senior Character Artist Darren Hatton Environment Artist James Sharpe Senior FX Artist Cory Spooner Technical Artist

DESIGN TEAM

Jonathan Pelling Creative Director Geoff Field Lead Level Designer Chris Garnier Senior Level Designer Andrew 'Ant' Orman Senior Designer Evyn Shuley Senior Designer

PROGRAMMING TEAM

Adam Boyle Technical Director
Adam Bryant Senior Engine Programmer
Weicheng Fang Senior Engine Programmer
Chris Fowler Senior Gameplay Programmer
Paul Geerts Senior Graphics Programmer
Sam Lee Backen Programmer
Michelle McPartland Al Programmer
Neil Richardson Engine Programmer

PRODUCTION TEAM

Joel Eschler Associate Producer

SOUND TEAM

Justin Mullins Lead Audio Designer
Des Shore Audio Designer

USER INTERFACE TEAM

John-Paul Jones Senior UI Artist

STUDIO OPERATIONS

Anthony Lawrence Studio General Manager Gareth Walters ITC Systems Manager Callan O'Donohoe Systems Administrator Clarrissa Jamali Business Manager QUALITY ASSURANCE
Steve Wenham QA Coordinator
Andrew Downing OA Tester

ADDITIONAL DEVELOPMENT

ADDITIONAL ANIMATION

Steve Bodnar
Lydia Hall
Kevin Worth
Nick Taylor
Sean Danyi
Colin Knueppel
David Peng
Jack Ebensteiner
John Beauchemin
ADIA Digital Art Co., LTD.
John Malaska
Liquid Development
2K China
Virtuos
Plastic Wax

ADDITIONAL ART Nate Wells Streamline Studios Tyler West Shaddy Safadi Exis, LLC Claire Hummel Dan Milligan Simeon Wilkins

ADDITIONAL TECHNICAL ANIMATION Lauren Dominique Emily Fietz

Brian Pai ADDITIONAL DESIGN

ADDITIONAL DESIGN Robert Hallwood Chris Rhinehart Ted Halsted Robert Howard

ADDITIONAL FX Noa Kapuni-Barlow Joe Olson Lindsay Ruiz John Scrapper

ADDITIONAL LEVEL BUILDING
Tuan Tran

ADDITIONAL MODELING
Jeremy Brown
Tristan Kernagis
Bridget McCarthy
Hung Nguyen
Randy Redtzke
Trystan Snodgrass
Joshua Stubbles
Ash Welch

ADDITIONAL NARRATIVE SCRIPTING Jeremy Baldwin

ADDITIONAL EXECUTIVE PRODUCTION Timothy Gerritsen

ADDITIONAL PRODUCTION Jennie Morse Kyle Allard Rich Pelletier

ADDITIONAL PROGRAMMING Ian Bond David Beswick

David Beswick Matt Campbell Mike Bowman **Matthew Fawcett Ben Driehuis** Kevin Guran **Dave Forrest** Kyle Hayward Qin Hu Richard Jobling Jesse Johnson Damian Isla Jeffrey Joyce Chris Keyser **Darren Lafreniere** Paul MacArthur Daniel Lamb Iain McManus Andrew Massari Luke Mordarski Nate Mefford Jason Neal Mathi Nagarajan John Plou Giovanni Pasteris **Dan Roberts** Jason Richarson **Brian Rouleau Daniel Selnick Joseph Simons** Ryan Smith Mark Wesley Mike Winfield **Darryl Wisner**

ADDITIONAL SOUND Simon Amarasingham Kemal Amarasingham Brett Aptiz Nathan Berla-Shulock Michael Carter Nick Vecellio Khai Meng Au Yeong

Rowan Wyborn

ADDITIONAL UI Mary Yovina Ben Driehius Christoph Hartmann President
David Ismailer C.O.O.
Greg Gobbi SVP, Product Development
John Chowanec VP, Product Development
Josh Atkins VP, Creative Development
Kate Kellogg VP, Studio Operations
Naty Hoffman VP, Technology
Melissa Miller Executive Producer
Nico Bihary Senior Producer
Michael Kelly Associate Producer
Shawn Watson Associate Producer
Ben Holschuh Production Assistant

ADDITIONAL WRITING

Kristina Drzaic

2K GAMES

Rhianna Pratchett

Anton Maslennikov Production Assistant

ADDITIONAL PRODUCTION SUPPORT

Lulu LaMer Senior Producer
Jack Scalici Director of Creative Production
Chad Rocco Director of Creative Production
Josh Orellana Manager of Creative Production
Kaitlin Bleier Creative Production Coordinator
William Gale Creative Production Assistant
David Washburn Motion Capture Supervisor
Steve Park Motion Capture Coordinator
Anthony Tominia Motion Capture Lead
Integrator

Jose Gutterrez Senior Motion Capture Specialist
Gil Espanto Motion Capture Specialists
Jen Antonio Motion Capture Specialists
Nick Bishop Motion Capture Systems Technician
Jacob Hawley Director of Technology
David Sullivan Senior Architect
Louis Ewens Online Systems Architect
Dale Russell Network Engineer
Adam Lupinacci Online Engineer
Ben Kvalo PD Operations Coordinator

MARKETING

Sarah Anderson SVP, Marketing
Matt Gorman VP, Marketing
Matthias Wehner VP, International Marketing
Nik Karlsson North America Brand Manager
Phil McDaniel Associate Product Manager
Ryan Jones Director of Public Relations, North
America

America
Brian Roundy PR Manager
Jennifer Heinser PR Coordinator
Jackie Truong Director, Marketing Production
Ham Nguyen Marketing Production Assistant
Lesley Zinn Abarcar Art Director, Marketing
Christopher Maas Sr. Graphic Designer
Gabe Abarcar Web Director
Keith Echevarria Web Designer
Tom Bass Director of Social Media
and Consumer Relations
David Eggers Community Manager
Jeff Spoonhower Video Editor
Kenny Crosbie Video Editor

Doug Tyler Associate Video Editor
Michael Howard Associate Video Editor
Renee Ward Marketing Project Manager
Peter Welch VP, Legal
Dorian Rehfield Director of Operations
Mike Salmon Director of Research and Planning
Xenia Mul Licensing/Operations Specialist
Richelle Ragsdell Director of Partnerships,
Promotions & Licensing
Dawn Burnell Marketing Manager, Partner

Josh Viloria Assistant Manager, Partner Relations
Ilana Budanitsky Sr. Channel Marketing
Manager

Marc McCurdy Channel Marketing Assistant Jordan Limor User Testing Coordinator Samantha Reinert User Testing Assistant

2K QUALITY ASSURANCE

Casey Coleman Lead Tester

Alex Plachowski VP of Quality Assurance
Grant Bryson Quality Assurance Test Manager
(Projects)
Alexis McMullen Quality Assurance Test
Manager (Support Team)
Doug Rothman Quality Assurance Test Manager
(Support Team)

LEAD TESTERS (SUPPORT TEAM)
Nathan Bell
Scott Sanford

SENIOR TESTERS
Adam Klingensmith
Josh Lagerson
Justin Waller
Marc Perret
Matt Newhouse
Ruben Gonzalez

Will Stanley

QUALITY ASSURANCE TEAM

Bill Lanker **Chad Cheshire** Chris Adams Dale Bertheola **David Benedict** Jason Kolesa Jeffrey Schrader Jeremy Pryer
Jeremy Thompson
John Dickerson **Luis Nieves Nick Chavez** Noah Ryan-Stout Shane Coffin **Adrian Montoya** Alexander Carracino Alex Jacobson Alex Weldon Aman Wali Amanda Hoehn Amanda Kiefer

20

Andrew Havmes Angela Berry **Ashley Fountaine** Athena Abdo Antonio Monteverde-Talarico **Benjamin Portner** Bruno Dueker **Brent Kiddoo** Christopher Duplessis Christopher Hartstein Dan Kurtz **Daniel Saffron** Danielle Burcky **Devin Reiche** Dibiansi Omeriabo **Dustin Redmon Eric Ferbrache Erin Sears Evan Lacev Evan Lobenstein** Francisco Ludena **Helmo Cardenas** Irma Ward James Elrick Jared Shipps Jessica Maciejewski Jessica Wolff Joel Brink Joel Youkhanna Joseph Howard Joycelyn Minor Kara Boyd Keith Leopold **Kevin Skorcz** Laura Jolly Laura Portner Leela Townsley Marco Zamora Mark Sagun Megan Lagerson Meghan House Michael Rodeheaver Michael Weiss Michael Yarsulik Nicholas Avina Nickolas Ross Patrick McDonnell Patrick Thomsen Pele Henderson **Rey Carmier** Riley Gravatt Robert Hornbeck Robert Klempner Robert Meeks **Robert Warren Ryan Walter** Samuel O. Smith Sean Alston Steve Yun Thomas St. Clair

SPECIAL THANKS
Merja Reed
Rick Shawalker
Edie Visco
Lori Durrant
Travis Rowland
Chris Jones
Davis Krieghoff
Todd Ingram
Kendell Rogers
Casey Ferrell

2K INTERNATIONAL

Neil Ralley General Manager Sian Evans International Marketing Manager Warner Guinée Senior International Product Manager Markus Wilding Senior Director PR, International Sam Woodward Assistant International PR

Megan Rex Assistant International PR Executive
Martin Moore International Digital Marketing
Manager

2K INTERNATIONAL PRODUCT DEVELOPMENT

Sajjad Majid International Producer Scott Morrow International Production Nathalie Mathews Localization Manager Arsenio Formoso Assistant Localization Manager

EXTERNAL LOCALIZATION TEAMS

Around the Word Synthesis Iberia Synthesis International srl Coda Entertainment GmbH

Localization tools and support provided by XLOC Inc.
Localized audio production provided by Liquid

2K INTERNATIONAL QUALITY ASSURANCE

José Miñana Localization QA Supervisor Wayne Boyce Mastering Engineer Alan Vincent Mastering Technician Oscar Pereira Localization QA Project Lead

LOCALIZATION QA LEADS Karim Cherif Luigi Di Domenico

SENIOR LOCALIZATION QA TECHNICIANS

Florian Genthon Fabrizio Mariani Jose Olivares Elmar Schubert

LOCALIZATION QA TECHNICIANS

Andrea De Luna Romero
Carine Freund
Christopher Funke
Cristina La Mura

Emilie Pelade Enrico Sette Harald Raschen Iris Loison Javier Vidal Pablo Menéndez Sergio Accettura Stefan Rossi

DESIGN TEAM James Crocker Tom Baker

2K INTERNATIONAL TEAM

Agnès Rosique Alan Moore Ben Lawrence Ben Seccombe Bernardo Hermoso Chau Doan **Chris Jennings** Dan Cooke Diana Freitag Diana Tan **Dominique Connolly** Erica Denning Jan Sturm Jean-Paul Hardy Jesús Sotillo Karen C.M. Teo Lieke Mandemakers Matt Roche Natalie Gausden **Olivier Troit** Richie Churchill Sandra Melero Simon Turner **Solenne Antien** Stefan Eder Yannick Lapalu

TAKE-TWO INTERNATIONAL OPERATIONS

Anthony Dodd Martin Alway Rickin Martin Nisha Verma Phil Anderton Robert Willis Denisa Polcerova

2K ASIA

Karen Teo Asia Marketing Director Diana Tan Asia Marketing Manager Yosuke Yano Localization Manager Yasutaka Arita Localization Assistant Chris Jennings Asia Product Manager

TAKE-TWO ASIA OPERATIONS

Eileen Chong Veronica Khuan Chermine Tan Fumiko Okura

TAKE-TWO ASIA BUSINESS DEVELOPMENT

Julian Corbett
Andrew Donovan
Ellen Hsu
Henry Park
Satoshi Kashiwazaki

2K CHINA QUALITY ASSURANCE

Zhang Xi Kun QA Manager Steve Manners QA Supervisor

LOCALIZATION QA PROJECT LEADS

Chu Jin Dan Zhu Jian Shen Wei Li Sheng Qiang

QUALITY ASSURANCE TEAM

Liu Yang
Zhang Qi Nan
Zhao Xiao Xu
Guo Wen Jie
Yi Wei
Zhu Ling Si
Cao Yi
Zuo Jun

MASTERING AND IT SUPPORT

Zhao Hong Wei Zhang Qing He

For full music credits, please visit: http://www.bioshockinfinite.com/music

Travis Van Essen

William Cranmer

William Schoonover

LIMITED SOFTWARE WARRANTY, LICENSE AGREEMENT, AND INFORMATION USE DISCLOSURES

This document may be updated from time to time and the current version will be posted at www.taketwogames.com/eula. Your continued use of this Software 30 days after a revised version has been posted constitutes acceptance by you of its terms.

THIS SOFTWARE IS LICENSED, NOT SOLD. BY INSTALLING, COPVING OR OTHERWISE USING THIS SOFTWARE (DEFINED BELOW), YOU AGREE TO BE BOUND BY THE TERMS OF THIS LIMITED SOFTWARE WARRANTY AND LICENSE AGREEMENT THE "AGREEMENT" AND THE TERMS SET FORTH BELOW. THE "SOFTWARE" INCLUDES ALL SOFTWARE INCLUDED WITH THIS AGREEMENT, THE ACCOMPANYING MANUAL(S), PACKAGING AND OTHER WRITTEN, FILES, ELECTRONIC OR ON-LINE MATERIALS OR DOCUMENTATION, AND ANY AND ALL COPIES OF SUCH SOFTWARE AND ITS MATERIALS. BY OPENING THE SOFTWARE, INSTALLING, AND/OR USING THE SOFTWARE, AND ANY OTHER MATERIALS. INCLUDED WITH THE SOFTWARE, YOU HEREBY ACCEPT THE TERMS OF THIS AGREEMENT WITH TAKE-TWO INTERACTIVE SOFTWARE, INC. ("LICENSOR"). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO INSTALL, COPY OR USE THE SOFTWARE.

I. LICENSE

LICENES. Subject to this Agreement and its terms and conditions, Licensor hereby grants you the nonexclusive, non-transferable, limited right and license to use one copy of the Software for your personal non-commercial use for gameplay on a single computer or gaming unit, unless otherwise specified in the Software documentation. Your acquired rights are subject to your compliance with this Agreement. The term of your license under this Agreement shall commence on the date that you install or otherwise use the Software and ends on the earlier date of either your disposal of the Software or Licensor's termination of this Agreement, Your license terminates immediately if you attempt to circumvent any technical protection measures used in connection with the Software. The Software is being licensed to you and you hereby acknowledge that no title or ownership in the Software is being transferred or assigned and this Agreement should not be construed as a sale of any rights in the Software. Software is the protection and as applicable, its licensors.

OWNERSHIP Licensor retains all right, title and interest to the Software, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, themes, characters, character names, stories, dialog, settings, artwork, sounds effects, musical works, and moral rights. The Software is protected by United States copyright and trademark law and applicable laws and treates throughout the world. The Software may not be copied, reproduced or distributed in any manner or medium, in whole or in part, without prior written consent from Licensor. Any persons copying, reproducing or distributing all or any portion of the Software in any manner or medium, will be willfully violating the copyright laws and may be subject to civil and criminal penalties in the US or their local country. Be advised that US Copyright violations are subject to statutory penalties of up to \$150,000 per violation. The Software contains certain licensed materials and Licensor's licensors may also protect their rights in the event of any violation of this Agreement. All rights not expressly granted to voul bergin are reserved by the licensor.

LICENSE CONDITIONS

You agree not to: a. Commercially exploit the Software; b. Distribute, lease, license, sell, rent or otherwise transfer or assign the Software, or any copies of the Software, without the express prior written consent of Licensor or as set forth in this Agreement; c. Make a copy of the Software or any part thereof (other than as set forth herein); d. Making a copy of this Software available on a network for use or download by multiple users; e. Except as otherwise specifically provided by the Software or this Agreement, use or install the Software (or permit others to do same) on a network, for on-line use, or on more than one computer or gaming unit at the same time; f. Copy the Software onto a hard drive or other storage device in order to bypass the requirement to run the Software from the included CD-ROM or DVD-ROM (this prohibition does not apply to copies in whole or in part that may be made by the Software itself during installation in order to run more efficiently); g. use or copy the Software at a computer gaming center or any other location-based site; provided, that Licenson may offer you a separate site license agreement to make the Software available for commercial use; h. Reverse engineer, decompile, disassemble, prepare derivative works based on or otherwise modify the Software available for commercial use; h. Reverse engineer, decompile, disassemble, prepare derivative works based on or otherwise modify the Software available for commercial use; h. Reverse engineer, decompile, disassemble, prepare derivative works based on or otherwise modify the

Remove or modify any proprietary notices, marks or labels contained on or within the Software; and j. transport, export or re-export (directly or indirectly) into any country forbidden to receive such Software by any U.S. export laws or accompanying regulations or otherwise violate such laws or regulations, that may be amended from time to time.

ACCESS TO SPECIAL FEATURES AND/OR SERVICES, INCLUDING DIGITAL COPIES. Software download, redemption of a unique serial code, registration of the Software, membership in a third-party services and/or membership in a Licensor service (including acceptance of related terms and policies), may be required to access digital copies of the Software or certain un-lockable, downloadable, downloadson, online or other special content, services, and/or functions (collectively, the "Special Features"). Access to Special Features is limited to a single user account per serial code and access to Special Features cannot be transferred, sold, or re-registered by another user unless otherwise specified. The provisions of this paragraph supersed any other term in this Agreement.

TRANSFER OF PRE-RECORDED COPIES. You may transfer the entire physical copy of pre-recorded Software and accompanying documentation on a permanent basis to another person as long as you retain no copies (including archival or backup copies) of the Software, accompanying documentation, or any portion or component of the Software or accompanying documentation, and the recipient agrees to the terms of this Agreement. Special Features, including content otherwise unavailable without a single-use serial code, are not transferrable to another person under any circumstances and Special Features may cease functioning if the original installation copy of the software is deleted or the pre-recorded copy is unavailable to the user. The Software is intended for private use only. NOTWITHSTANDING THE FOREGOING, YOU MAY NOT TRANSFER ANY PRE-RELEASE COPIES OF THE SOFTWARE.

TECHNICAL PROTECTIONS. The Software may include measures to control access to the Software, control access to certain features or content, prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses granted under this Agreement. If the Software permits access to Special Features, only one copy of the Software may access those features at one time. Additional terms and registration may be required to access online services and to download Software updates and patches. Only Software subject to a valid license can be used to access online services, including downloading updates and patches. You may natherfere with such access control measures or attempt to disable or circumvent such security features. If you disable or otherwise tamper with the technical protection measures, the Software will not function properly.

USER CREATED CONTENT: The Software may allow you to create content, including but not limited to a gameplay map, a scenario, screenshot of a car design or a video of your game play. In exchange for use of the Software, and to the extent that your contributions through use of the Software give rise to any copyright interest, you hereby grant Licensor an exclusive, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use your contributions in any way and for any purpose in connection with the Software and related goods and services, including the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or unknown and distribute your contributions without any further notice or compensation to you of any kind for the whole duration of protection granted to intellectual property rights by applicable laws and international conventions. You hereby waive any moral rights of paternity, publication, reputation, or attribution with respect to Licensor's and other players' use and enjoyment of such assets in connection with the Software and related goods and services under applicable law. This license grant to Licensor, and the above waiver of any applicable raily in the software and related goods and services under applicable law. This license grant to Licensor, and the above waiver of any applicable rail of this License grant to Licensor, and the above waiver of any applicable rails.

INTERNET CONNECTION. The Software may require an internet connection to access internet-based features, authenticate the Software, or perform other functions. In order for certain features of the Software to operate properly, you may be required to have and maintain (a) an adequate internet connection and/or (b) a valid and active account with an online service as set forth in the Software documentation, including but not limited to third-party gaming platform, Licensor or a Licensor affiliate. If you do not maintain such accounts, then certain features of the Software may not operate or may cease to function properly, either in whole or in part.

II. INFORMATION COLLECTION & USAGE.

By installing and using this software, you consent to these information collection and usage terms, including (where applicable) transfer of data to Licensor and affiliated companies into a country outside of the European Union and the European Economic Area. If you connect to the Internet when using the Software, either through a gaming platform network, or any other method, Licensor may receive information from hardware manufacturers or gaming platform hosts and may automatically collect certain information from your computer or gaming unit. This information may include, but is not limited to, user IDIs (such as gamer tags and screen names), game socrees, game achievements, game performance, locations visited, buddylists, hardware MAC address, internet protocol address, and your usage of various game features. All information collected by Licensor is intended to be anonymous information that does not disclose your identity or constitute presonal information, however, if you include personal information (such as your real name) in your user ID, then such personal information will automatically be transmitted to Licensor and used as described herein.

The information collected by Licensor may be posted by Licensor on publicly-accessible web sites, shared with hardware manufacturers, shared with platform hosts, shared with Licensor's marketing partners or used by Licensor for any other lawful purpose. By using this Software you consent to the Licensor's use of related data, including public display of your data such as identification of your user created content or displaying your scores, ranking, achievements and other gameplay data. If you do not want your information shared in this manner, then you should not use the Software.

III WADDANT

LIMITED WARRANTY. Licensor warrants to you (if you are the initial and original purchaser of the Software) that the original storage medium holding the Software is free from defects in material and workmanship under normal use and service for 90 days from the date of purchase. Licensor warrants to you that this Software is compatible with a personal computer meeting the minimum system requirements listed in the Software documentation or that it has been certified by the gaming unit producer as compatible with the gaming unit for which it has been published, however, due to variations in hardware, software, internet connections and individual usage, Licensor does not warrant he performance of this Software on your specific computer or gaming unit. Licensor does not warrant the performance with your enjoyment of the Software will be uninterrupted or error-free, or that the Software will be compatible with third party software or hardware or that any errors in the Software will be corrected. No oral or written advice provided by Licensor or any authorized representative shall create a warranty. Because some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, some or all of the above exclusions and limitations may not analy to you.

If for any reason you find a defect in the storage medium or Software during the warranty period, Licensor agrees to replace, free of charge, any Software discovered to be defective within the warranty period as long as the Software is currently being manufactured by Licensor. If the Software is no longer available, Licensor retains the right to substitute a similar piece of Software of equal or greater value. This warranty is limited to the storage medium and the Software as originally provided by Licensor and is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if the defect has arisen through abuse, mistreatment, or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above.

Except as set forth above, this warranty is in lieu of all other warranties, whether oral or written, express or implied, including any other warranty of merchantability, fitness for a particular purpose or non-infringement, and no other representations or warranties of any kind shall be binding on licensor.

When returning the Software subject to the limited warranty above, please send the original Software only to the Licensor address specified below and include; your name and return address, a photocopy of your dated sales receipt; and a brief note describing the defect and the system on which you are running the Software.

IN NO EVENT WILL LICENSOR BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, LOST PROFITS OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS SORFEMENT OR THE SOFTWAYNE, WHETHER OR ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR'S LIABILITY FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEPT THE ACTUAL PRICE PAID BY YOU FOR USE OF THE SOFTWARE.

BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS AND/OR EXCLUSION OR LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. THIS WARRANTY SHALL NOT BE APPLICABLE SOLELY TO THE EXTENT THAT ANY SPECIFIC PROVISION OF THIS WARRANTY SHALL NOT BE APPLICABLE SOLELY TO THE EXTENT THAT ANY SPECIFIC PROVISION OF THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

TERMINATION: This Agreement is effective until terminated by you, by the Licensor, or automatically upon your failure to comply with its terms and conditions. Upon any termination, you must destroy or return the physical copy of Software to the Licensor, as well as permanently destroy all copies of the Software, accompanying documentation, associated materials, and all of its component parts in your possession or control including from any client server or computer on which it has been installed.

U.S. GOVERNMENT RESTRICTED RIGHTS: The Software and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (e)(1)(ii) of the Rights in Technical Date and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (e)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractory Manufacturer is the Licensor at the location listed below.

EQUITABLE REMEDIES: You hereby agree that if the terms of this Agreement are not specifically enforced, Licensor will be irreparably damaged, and therefore you agree that Licensor shall be entitled, without bond, other security, proof of damages, to appropriate equitable remedies with respect any of this Agreement, in addition to any other available remedies.

INDEMNITY. You agree to indemnify, defend and hold Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the Software pursuant to the terms of the Agreement.

MISCELLANEOUS: This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reasons, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected.

GOVERNING LAW. This Agreement shall be construed (without regard to conflicts or choice of law principles) under the laws of the State of New York, as such law is applied to greements between New York residents entered into and to be performed within New York, except as governed by federal law. Unless expressly waived by Licensor in writing for the particular instance or contrary to local law, the sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Licensor's principal corporate place of business (New York County, New York, U.S.A.). Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by New York state or federal law. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1898) shall not apply to this Agreement or to any dispute or transactions insign out of this Agreement.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS LICENSE, YOU MAY CONTACT IN WRITING TAKE-TWO INTERACTIVE SOFTWARE, INC. 622

BROADWAY, NEW YORK, NY 10012.

NOTICE FOR AUSTRALIAN CONSUMERS

IMPORTANT: THE WARRANTY FOR THIS PRODUCT HAS BEEN UPDATED FOR AUSTRALIA. THIS NOTICE SHOULD BE READ IN CONJUNCTION WITH THE WARRANTY TERMS SET OUT ABOVE.

Our goods come with quarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

Any benefits to you given by the Licensor's warranty are in addition to other rights and remedies of the consumer in relation to the goods and services to which the warranty relates.

All claims under the warranty for this product should be made to:

Take-Two Interactive Software Pty Ltd. Suites 12 & 16, Upper Deck, Jones Bay Wharf, 26-32 Pirrama Road, Pyrmont Point, NSW 2009

Tel: 1-800-803948 (Toll Free Number)

Email: http://support.2k.com/home

The procedure for claims under the warranty for this product is outlined within the warranty terms set out above.

Licensor will cover all costs associated with a successful claim under this warranty. Proof of any reasonable costs you incur in making a claim under this warranty should be sent to the Licensor address specified above for reimbursement.

For the avoidance of doubt, none of the limitations contained in this warranty in any way exclude or limit your rights under the Australian

To the extent that this notice is inconsistent with any of the provisions of the warranty terms set out above, this notice supersedes those provisions.

PRODUCT SUPPORT

TECHNICAL SUPPORT

If you are experiencing problems with the running of one of our titles, you may contact our Technical Support staff in one of several ways:

For Support in Australia

Self-Help Knowledge-Base: http://support.2k.com/home Phone: 1-800-803948 (Toll Free Number) Tuesday to Sunday – 7am to 5pm AEST

URL: http://support.2k.com/home

Submit a Request: http://support.2k.com/anonymous requests/new

For Support in New Zealand

Self-Help Knowledge-Base: http://support.2k.com/home Phone: 0800-440280 (Toll Free Number) Tuesday to Sunday – 7am to 7pm NZST

URL: http://support.2k.com/home

Submit a Request: http://support.2k.com/anonymous_requests/new



